

## OFFICER'S PRICING CERTIFICATE

Re: Fort Bend County, Texas Senior Lien Toll Road Revenue and Refunding Bonds, Series 2024A (the "Series 2024A Bonds")

I, the undersigned County Auditor of Fort Bend County, Texas (the "County"), do hereby make and execute this Officer's Pricing Certificate on \_\_\_\_\_, 2024 pursuant to an order adopted by the Commissioners Court of the County on November 12, 2024 (the "Order") authorizing the issuance of the referenced Series 2024A Bonds. Capitalized terms used in this Officer's Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 1.2 of the Order, I have acted on behalf of the County in selling the Series 2024A Bonds to \_\_\_\_\_ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Series 2024A Bonds shall have the terms set forth in this Officer's Pricing Certificate. Capitalized terms used in this Officer's Pricing Certificate shall have the meanings assigned to them in the Order and the Sixth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture (the "Sixth Supplemental Trust Indenture").

1. Principal Amount, Numbers, Interest Rates and Maturities. The Series 2024A Bonds shall be issued in the total authorized principal amount of \$\_\_\_\_\_. The Series 2024A Bonds shall mature on March 1 in each of the years, in the principal installments and shall bear interest at the per annum rates set out in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	_____%	20__	\$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

2. Purchase Price. The sale of the Series 2024A Bonds is authorized pursuant to the Bond Purchase Agreement approved of even date herewith, as authorized in the Order at the following price:

PRINCIPAL AMOUNT	\$ _____
Plus Original Issue Premium	_____
Less Underwriter's Discount	( _____ )
PURCHASE PRICE	\$ _____

3. Refunded Bonds. The Refunded Bonds to be refunded and/or defeased with a portion of the proceeds of the Series 2024A Bonds (the "Refunded Bonds") are set forth in Schedule I attached hereto. The Refunded Bonds are hereby called for redemption on the dates

set forth in Schedule I hereto. The Refunded Bonds shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

4. Savings. As shown in the savings schedule attached hereto as Schedule II, the refunding of the Refunded Bonds results in a net present value debt service savings of approximately \$\_\_\_\_\_, representing a net present value debt service savings of approximately \_\_\_\_\_% of the principal amount of the Refunded Bonds.

5. Form of Series 2024A Bond. Pursuant to Section 202 of the Sixth Supplemental Trust Indenture, the Form of Series 2024A Bond as set forth in Attachment A hereto is hereby approved and amends and restates the Form of Series 2024A Bond attached as Exhibit A to the Sixth Supplemental Indenture.

6. Optional [and Mandatory] Redemption. The Series 2024A Bonds are subject to optional [and mandatory] redemption as set forth in Attachment A.

7. Compliance with Parameters. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Order, this Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein. I hereby further find and determine that:

(i) The price to be paid for the Series 2024A Bonds is not be less than 90% of the aggregate original principal amount of the Series 2024A Bonds;

(ii) The \_\_\_\_\_% net effective interest rate of the Series 2024A Bonds does not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) The Series 2024A Bonds are rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations;

(iv) The aggregate principal amount of the Series 2024A Bonds allocated to the refunding of the Refunded Bonds is equal to an amount sufficient to provide for the refunding of an amount of the Refunded Bonds that will result in a reduction in debt service costs to the County; and

(v) No Series 2024A Bond matures later than March 1, 2050.

8. Use of Proceeds. The proceeds of the Series 2024A Bonds shall be applied as follows:

(a) The amount of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ principal amount of the Series 2024A Bonds, plus premium received from the sale of the Series 2024A Bonds in the amount of \$\_\_\_\_\_ [and lawfully available funds of the County in the amount of \$\_\_\_\_\_, shall be used for the refunding and defeasance of the Refunded Bonds;

(b) Premium received from the sale of the Series 2024A Bonds in the amount

of \$\_\_\_\_\_ shall be used to pay the costs of issuing the Series 2024A Bonds, including the underwriters' discount; and

(c) Amounts remaining after payment of costs of issuance shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Series 2024A Bonds.

9. Escrow Agent. Zions Bancorporation, National Association is hereby designated as the Escrow Agent for the Refunded Bonds. The Escrow Agreement between the County and Zions Bancorporation, National Association is hereby approved.

10. Verification Agent. Public Finance Partners LLC, is hereby designated as Verification Agent for the Refunded Bonds.

11. Escrow Securities. The purchase of [SLGs/Escrow Securities for the Escrow Fund from \_\_\_\_\_]. is hereby approved.

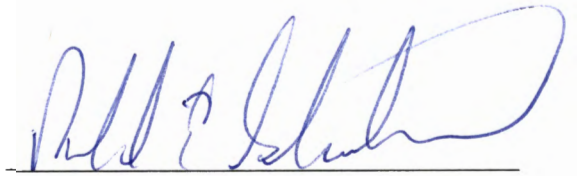
12. The Bond Purchase Agreement between the Underwriters and the County with respect to the Series 2024A Bonds is hereby approved, and the terms of such Bond Purchase Agreement are hereby determined to be the most advantageous reasonably attainable by the County.

*[Signature Page Follows]*

Executed this \_\_\_\_\_.

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_



Robert E. Sturdivant  
County Auditor

**SCHEDULE I**

**SCHEDULE OF REFUNDED BONDS**

**SCHEDULE II**  
**SCHEDULE OF SAVINGS**

**ATTACHMENT A**

**FORM OF SERIES 2024A BOND**

a. Form of Series 2024A Bond.

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF FORT BEND

REGISTERED NUMBER

<sup>1</sup>R-\_\_\_\_\_

REGISTERED DENOMINATION

\$\_\_\_\_\_

FORT BEND COUNTY, TEXAS  
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BOND, SERIES 2024A

INTEREST  
RATE:

MATURITY  
DATE:

ISSUANCE  
DATE:

CUSIP:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<sup>2</sup>Fort Bend County, Texas (the "County"), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at Zions Bancorporation, National Association (the "Trustee" or the "Registrar"), at its designated office, the principal amount identified above, payable in any coin or currency of the United States of America, which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable on [\_\_\_\_], 2025, and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the 15th day of the calendar month \_\_\_\_\_

<sup>1</sup> Initial Bond shall be numbered T-1.

<sup>2</sup> The first paragraph of the Initial Bond shall read as follows: FORT BEND COUNTY, TEXAS (the "County"), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the date specified below, upon presentation and surrender of this Bond at the designated corporate trust office of Zions Bancorporation, National Association, Houston Texas (the "Registrar"), or at its principal payment office in Dallas, Texas, on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 202(a) of the Indenture], payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of [\_\_\_\_], 2024, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on [\_\_\_\_], [2025], and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the 15th day of the month next preceding each interest payment date.



next preceding each interest payment date. In the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Series 2024A Bond appearing on the Register at the close of business on the last Business Day preceding the date of mailing of such notice.

THIS BOND IS ONE OF A SERIES OF BONDS designated "Fort Bend County, Texas, Senior Lien Toll Road Revenue Refunding Bonds, Series 2024A" (herein called the "Series 2024A Bonds"), dated as of [\_\_\_\_], 2024, aggregating \$[\_\_\_\_], issued in order to refund and defease the County's Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 and Senior Lien Toll Road Revenue Bonds, Series 2016 (the "Refunded Bonds") and pay the costs of issuing the Series 2024A Bonds and refunding the Refunded Bonds, under and pursuant to Chapters 1201, 1207 and 1371, Texas Government Code, as amended, and Chapter 284, Texas Transportation Code, as amended (collectively, the "Act"). The Series 2024A Bonds are issued under and pursuant to that certain Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (herein called the "Original Indenture"), between the County and Wells Fargo Bank, N.A., trustee (the "Prior Trustee"), as supplemented by the First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, between the County and the Prior Trustee (herein called the "First Supplemental Indenture"), as supplemented by the Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2014, between the County and the Prior Trustee (herein called the "Second Supplemental Indenture"), as supplemented by the Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of February 1, 2016, between the County and the Prior Trustee (herein called the "Third Supplemental Indenture"), as supplemented by the Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of July 1, 2021, between the County and the Prior Trustee (herein called the "Fourth Supplemental Indenture"), as supplemented by the Fifth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture dated as of May 15, 2024, between the County and the Trustee (herein called the "Fifth Supplemental Indenture") and as supplemented by the Sixth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture, dated as of [\_\_\_\_], between the County and the Trustee (herein called the "Sixth Supplemental Indenture"). The Original Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, and as may be further amended and supplemented from time to time, is herein called the "Indenture." To the extent of any conflict between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

THE SERIES 2024A BONDS are payable from and secured by a first lien on and pledge of the Trust Estate as defined and provided in the Indenture. As provided in the Indenture, additional obligations may be issued from time to time pursuant to supplemental indentures in one or more series, in various amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. All obligations issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust,



and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE COUNTY RESERVES THE RIGHT to redeem the Series 2024A Bonds scheduled to mature on or after March 1, 20[\_\_\_\_], prior to maturity, in whole or from time to time in part, in integral multiples of \$5,000, on March 1, 20[\_\_\_\_] or any date thereafter at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Indenture for complete details concerning the manner of redeeming the Bonds.

[THE BONDS maturing on March 1, in each of the years [\_\_\_\_] (together, the “Term Bonds”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR [\_\_\_\_]

Year

Principal  
Amount

ON OR BEFORE thirty (30) days prior to each redemption date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such redemption date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, randomly, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such redemption date, and (iii) give notice of such redemption as provided in the Indenture. The principal amount of any Term Bond to be mandatorily redeemed on such redemption date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such redemption date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the County to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.]

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Series 2024A Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Series 2024A Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND is transferable only upon presentation and surrender at the designated office of the Trustee, initially its corporate trust office located in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Indenture.

THE BONDS are exchangeable at the designated office of the Trustee in Houston, Texas for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms

and conditions of the Indenture.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Indenture unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Indenture.

THE REGISTERED OWNER of this Bond shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

THE COUNTY has covenanted in the Indenture that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; and that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law.

IT IS HEREBY FURTHER CERTIFIED, recited and covenanted that this Bond is payable from and secured by a lien on and pledge of the Trust Estate as defined in the Indenture to the extent provided in the Indenture.

[[\_\_\_\_]] has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Zions Bancorporation, National Association, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from [\_\_\_\_] or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of [\_\_\_\_] as more fully set forth in the Policy.]

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk, registered by the manual or facsimile signature of the County Treasurer, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
County Judge  
Fort Bend County, Texas

COUNTERSIGNED:

REGISTERED:

\_\_\_\_\_  
County Clerk  
Fort Bend County, Texas

\_\_\_\_\_  
County Treasurer  
Fort Bend County, Texas

(SEAL)

(b) Form of Registration Certificate of Comptroller.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of the State  
of Texas

(c) Form of Registrar's Authentication Certificate.

#### AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Indenture.

Zions Bancorporation, National Association, as Trustee

By \_\_\_\_\_  
Authorized Signatory  
Date of Authentication \_\_\_\_\_

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

\_\_\_\_\_  
\_\_\_\_\_  
Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as show on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.